

A G Contract No KR00 2309TRN
ADOT ECS File: JPA 00-194
Project No. GCP-0-(401)
TRACS No. SL463 01C
Section: Grand Canyon National Park
Ped. Trail Canyon View-Canyon Village
Phase II

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE NATIONAL PARK SERVICE
GRAND CANYON NATIONAL PARK

THIS AGREEMENT is entered into 23 February, 2001
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the NATIONAL PARK SERVICE, GRAND CANYON NATIONAL PARK (the "NPS")
acting by and through its Contracting Officer.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter
into this agreement and has by resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated to the undersigned the authority
to execute this agreement on behalf of the State.

2. The National Park Service is empowered by the 16 USC (6) and (8) and
has delegated to the undersigned the authority to execute this agreement on behalf of the
National Park Service.

3. Congress has authorized appropriations for, but not limited to, the design and
construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges;
the elimination of roadside obstacles; the construction of pedestrian trails and paths, and the
application of pavement markings

4. Such project within the boundary of the NPS has been selected by the NPS; the field
survey of the project has been completed; and the plans, estimates and specifications have been
prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for
approval.

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24472
Filed with the Secretary of State
Date Filed 02/23/2001
[Signature]
Secretary of State

Dick D. Haernewald

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the NPS by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost is as follows: Construct South Rim Pedestrian Trail Phase II.

Construction (SL463 01C)	
Estimated Construction Cost	\$594,600.00
Federal Aid Funds @ 94.3%	\$499,900.00
NPS funds @ 5.7%	\$ 94,700.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the NPS with the aid and consent of FHWA and the State will proceed to construct the project; such project to be performed, completed, accepted and paid for in accordance with the approved National Park Service plans and specifications. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the NPS shall be obligated to for any expenditure in excess of the estimates herein.

2. Prior to construction, the NPS shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

3. The NPS shall acquire, without cost to the State, any necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The NPS shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The NPS shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the NPS shall take all necessary steps to remove or prevent any such encroachment or use.

6. Upon completion of construction, the NPS shall provide maintenance unless assumed by another governmental entity.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. This agreement shall remain in force and effect until completion of said improvements and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

National Park Service
Grand Canyon National Park
PO Box 129
Grand Canyon, AZ 86023
8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and the agreement is in proper form.
9. Improvements placed on National Park Service land at the direction of either of the parties, shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the National Park Service as other National Park improvements of a similar nature.
10. This instrument in no way restricts the National Park Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.

11. No part of this instrument shall entitle the State to any share or interest in the Project other than the right to use and enjoy the same under the existing regulations of the National Park Service, and the right to enforce all terms and conditions of this agreement.

In witness whereof, the parties have executed this agreement the day and year first above written.

NATIONAL PARK SERVICE
Grand Canyon National Park

By 
GORDON PLAISTED
Contracting Officer

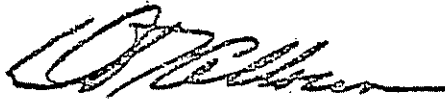
STATE OF ARIZONA
Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 22th day of November 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the US Grand Canyon National Park for the purpose of defining responsibilities for the design and construction of improvements to Canyon View - Canyon Village Phase II pedestrian trail.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', with a horizontal line underneath it.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 00-194

DETERMINATION


Arizona Contract No. JPA 00-198 which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, GRAND CANYON NATIONAL PARK has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this _____ day of _____, 2000.

THE UNITED STATES OF AMERICA

By





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2309TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 16, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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